

STATE OF MARYLAND

DEPARTMENT OF BUDGET AND MANAGEMENT

DIVISION (AGENCY): CENTRAL COLLECTION UNIT

ADDRESS: 300 West Preston Street, Room 503
Baltimore, MD 21201

ISSUE DATE: July 22, 2003

SOLICITATION NO: F10R4200018

INVITATION FOR BIDS

Bidders are invited to submit bids in conformance with the requirements established by the specifications herein:

PART I – BID INFORMATION

1.1 Subject of Bid

This Invitation for Bids (IFB) invites individuals or firms to submit bids to the Maryland Department of Budget and Management/Central Collection Unit (DBM/CCU), a principal department of the State of Maryland (State), substantiating in detail their qualifications and capabilities to provide Process Service for a term of three years.

1.2 Term

The term of the contract will be three years, from August 25, 2003 to August 24, 2006.

1.3 Issuing Officer and Procurement Officer

The sole points of contact in the State for the purpose of this IFB are the Procurement Officer and the Issuing Officer as follows:

Issuing Officer

Name: Henry J. Raymond

Title: Director, Central Collection Unit

Agency: Department of Budget and Management

Location: 300 West Preston Street, Room 503
Baltimore, MD 21201

Telephone: (410) 767-1204

Procurement Officer

Name: Janice Montague
Title: Procurement Officer
Agency: Department of Budget and Management
Location: 45 Calvert Street, 1st Floor
Annapolis, MD 21401-1907
Telephone: (410) 260-7109

All bids must be sent to the Issuing Officer, Henry Raymond, at his Baltimore address provided above. DO NOT send your bid to the Procurement Officer. Bids sent to the wrong address will not be accepted.

1.4 Pre-Bid Conference

A pre-bid conference will not be held in conjunction with this solicitation.

1.5 Questions

a. All communications regarding this solicitation are to be made solely through the Procurement Officer.

b. All questions, either verbal or written, should be submitted in a timely manner. In the case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of her time to research and communicate an answer, decide whether she can answer an untimely submitted question before the proposal due date.

c. A summary of both questions and answers will be sent to all prospective bidders who were sent or who obtained this IFB through DBM/CCU or who are known to the Procurement Officer to have obtained the bidding documents. Anyone receiving this IFB from a source other than DBM/CCU should promptly notify the Procurement Officer. Questions should be directed to the Procurement Officer.

1.6 Submission Deadline

The bid documents as required under Part IV of this Invitation for bids are to be submitted in a sealed envelope captioned “**SERVICE OF PROCESS – BID ENCLOSED**”. This submission must be received by the Issuing Officer by 12 Noon local time on August 15, 2003. Requests for extensions of this date or time will not be granted. Except as permitted by COMAR 21.05.02.10, any late bid, late request for modification, or late request for withdrawal will not be considered. It is recommended that bids be hand delivered to the Issuing Officer. Bidders mailing their bids should allow sufficient mail and internal delivery time to ensure receipt of their bids at the Issuing Office prior to the established closing date and time. Bids may not be submitted via fax machine.

1.7 Preparation of Bid Price Form

Do not alter or change any wording on the Bid Price Form (Attachment D). The original and one (1) copy of the Bid Price Form shall be submitted. Bids shall be typewritten or written legibly in ink. All erasures shall be initialed in ink by the signer. All bids shall be signed in ink by a person authorized to bind the bidder.

1.8 Preparation of Contract

All prospective bidders shall return a signed, filled out copy of the Contract (Attachment A) with their bid. Any bid returned without a signed, filled out contract shall be deemed to be non-responsive.

1.9 Incurred Expenses

DBM/CCU and the State are not responsible for any expenses which may be incurred by bidders in preparing and submitting bids in response to this IFB.

1.10 Duration of Bids

Bid prices are irrevocable for a period of ninety (90) days following bid opening.

1.11 Bidder's Affidavits

Each bidder shall complete and submit with the bid, an original and one (1) copy of signed BID/Proposal Affidavit (Attachment B) and an original and one (1) copy of the Contract Affidavit (Attachment C). See paragraph 4.1.

1.12 Minority Business Enterprise Notification

Minority business enterprises are encouraged to respond to this solicitation notice. Minority business enterprise vendors are encouraged to obtain certification from the Maryland Department of Transportation. All questions related to certification should be directed to:

MD Department of Transportation
Office of Minority Business Enterprise
P.O. Box 8755
Baltimore/Washington International Airport
Baltimore, MD 21240-0755
Telephone: (410) 865-1244

If the bidder is a certified minority contractor, the certification number should be entered on the bid price form.

1.13 Procurement Regulations

This IFB and any contract entered into as a result thereof, shall be governed by the State Procurement Law, codified in the State Finance and Procurement Article of the Annotated Code of Maryland and in COMAR, Title 21, as amended.

1.14 Revisions to IFB

If it becomes necessary to revise any part of this Invitation for Bids, amendments will be provided to all prospective bidders that were sent this Invitation for Bids or otherwise are known by the Procurement Officer to have obtained this IFB.

1.15 Cancellation of IFB; Rejection of All Bids

DBM/CCU reserves the right to cancel this IFB in whole or in part or may reject all bids or may accept or reject, in whole or in part, any bid submitted in response whenever this action is determined to be fiscally advantageous to the State or otherwise in its best interests.

1.16 Acceptance of Terms and Conditions

By submitting a bid in response to this IFB, the bidder shall be deemed to have accepted the terms and conditions set forth in the IFB and in the contract form included as Attachment A of this IFB.

1.17 Access to Public Information Act Notice

A bidder should give specific attention to the identification of those portions of its bid submissions that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

1.18 Compliance With Law/Arrearages

By submitting a bid in response to this IFB, the bidder, if selected for award, agrees that it will comply with all Federal, State and Local laws applicable to its activities and obligations under the contract.

By submitting a bid in response to this IFB, the bidder shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the contract.

1.19 Multiple or Alternate Bids

Multiple or Alternate Bids will not be accepted.

1.20 Assignment

The contractor is prohibited from subcontracting, assigning, transferring, conveying, subletting, or otherwise disposing of its rights, title or interest under this agreement to any other person, company or corporation without the previous consent and approval in writing by the State.

1.21 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- a. In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

PART II – SCOPE OF SERVICES

2.1 Background Information

The Central Collection Unit seeks to collect delinquent accounts referred by the various State agencies and Colleges/Universities. Accounts that remain unpaid and require legal action are referred to the staff of the Attorney General's Office dedicated to the Central Collection Unit for the filing of suits in the various Circuit and District courts throughout Maryland. Initial service of process is attempted by certified mail by the Clerk's office. If the Clerk's office is unsuccessful in obtaining service and the debtor's address appears accurate, the Attorney General's Office will attempt service by certified mail. Occasionally, the Sheriff's Office is used to serve process. If service is still unsuccessful, the cases are referred to the private process server to serve process. The above is the current procedure used by the Central Collection Unit and the Attorney General's Office.

What is needed at this time is the services of a contractor to:

- a. Serve process on debtors.

b. Use of affidavits in accordance with Maryland Rules 2-121(b) and 3-121(b) (Evasion of Service) and Maryland Rules 2-121 and 3-121 (Service by Posting or Publication).

2.2 Scope of the Project – Service of Process

Routine Service – The successful bidder should be able to perfect service of process in accordance with Maryland Rules 2-121(a) and 3-121(a).

Evasion of Service – The successful bidder should be able to comply with Rules 2-121(b) and 3-121(b) when affidavits for evasion of service are necessary and Rules 2-122(a) and 3-121(b) for service by posting or publication.

Background – The Attorney General’s Office filed 2,593 suits in the District Courts and 11 in the Circuit Courts in Maryland on behalf of the Central Collection Unit during the period of July, 2002 through and including June, 2003. Out of this amount, approximately 40% are served by certified mail. The remainder, less out-of-state accounts, are reissued by the Attorney General’s Office to the private process server (**approximately 900/year**). The cases are dispersed throughout Maryland in the following percentages: Baltimore/Metro-politan Area – 58%; DC Suburbs – 29%; Southern Maryland – 4%; Western Maryland – 3%; Lower Eastern Shore – 3%; and Upper Eastern Shore – 3%. Of these cases, the private process server has been approximately 60% successful (360/year). The Central Collection Unit and the Attorney General’s Office also use the private process server for service of process of various post judgment pleadings. The current fee being paid for service is \$24.00.

Accounts referred for service of process may include, but are not limited to, certain student loans, school accounts with tuition, fees and fines, State Highway Administration, Department of Health and Mental Hygiene State Hospitals, Injured Workers’ Insurance Fund, Department of Natural Resources, Department of Human Resources, etc.

Service of process will be needed for individuals and corporations. On behalf of the Central Collection Unit, the Attorney General’s Office will submit a Summons and Complaint, which includes the debtor’s name and most recent address. Whenever possible, the Attorney General’s Office and the Central Collection Unit will provide a date of birth and place of employment to help perfect service.

When applicable, the successful bidder will be required to provide skip-tracing techniques to accomplish the process of service.

2.3 Bid Price

The Department will not pay for non-est (unserved), skip trace, and cancelled request for service before service is obtained.

The bid price submitted on the bid form shall remain firm for the duration of the contract.

PART III – MINIMUM QUALIFICATIONS

Bidders must complete a Minimum Qualifications Document (Attachment E) to verify that the following minimum qualifications are met. The Procurement Officer, on behalf of the

Department and in the exercise of her discretion, may or may not contact one or more of any cited references, and in addition, may contact any other reference of her choosing.

3.1 Experience

Bidders must demonstrate that they have three (3) years minimum experience in the serving of process.

3.2 References

Bidders must provide a minimum of two (2) references of work performed of a similar nature as requested in this IFB.

3.3 Scope of Services

Bidder must positively reply to the Scope of Services (items 3 and 4) on the Minimum Qualifications Document (Attachment E).

PART IV – BID SUBMISSION

4.1 Bid Format

An original and one (1) copy of the following must be included in the bidder's bid submission.

- a. Minimum Qualification Document (Attachment E).
- b. Bid Price Form (Attachment D).
- c. Bid/Proposal Affidavit (Attachment B).
- d. A filled-out and signed Contract (Attachment A). Bids returned without a signed, filled-out contract will be deemed non-responsive.
- e. Contract Affidavit (Attachment C).

PART V – BID EVALUATION AND AWARD

5.1 Bid Opening

Bids shall be opened on August 15, 2003 at 1:00 PM at the Central Collection Unit, 300 West Preston Street, Room 503, Baltimore, MD 21201.

Award of the contract will be to the responsive and responsible bidder who has met the minimum qualifications outlined in PART III of this IFB and submits the lowest Total Bid Price.

5.2 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident bidders in awarding procurement contracts, many other states do grant their resident businesses

preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible bidder whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

PROCESS SERVICES CONTRACT

THIS CONTRACT is made this ____ day of _____, 2003 by and between _____ and the **MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1** "Bid Price Form" means the Contractor's Bid Price Form dated _____.
- 1.2** "Contract" means this Contract for Process Services.
- 1.3** "Contractor" means _____ whose principal business address is _____.
- 1.4** "Department" means the Maryland Department of Budget and Management.
- 1.5** "IFB" means the Invitation for Bids for Private Process Services, No. 2004-001 dated July 22, 2003.
- 1.6** "Issuing Officer" means Henry J. Raymond of the Unit.
- 1.7** "Procurement Officer" means Janice Montague of the Department.
- 1.8** "Service of Process" means those services described in Section 2.1 of the IFB.
- 1.9** "State" means the State of Maryland.
- 1.10** "Unit" means the Central Collection Unit within the Department of Budget and Management.

2. Scope of Work

- 2.1** The Contractor shall provide service of process of summons, lawsuits, and other legal documents to the Central Collection Unit in accordance with the solicitation dated, _____. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference:

Exhibit A - The IFB.

Exhibit B – Bid Price Form.

Exhibit C – Bid/Proposal Affidavit.

Exhibit D – Contract Affidavit.

- 2.2** If there are any inconsistencies between this Contract and Exhibits A and B the terms of this Contract shall control. If there is any conflict among the Exhibits, Exhibit A shall control.
- 2.3** The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Article 13, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance

The Contractor shall begin providing services under this Contract upon the later of execution by the Department or August 25, 2003. Unless terminated earlier as provided in this Contract, the Contractor shall continue to provide services until August 24, 2006.

4. Consideration and Payment

- 4.1** In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of Exhibit B, Contractor's Bid Price Form. Payment to the Contractor pursuant to this Contract shall not exceed \$_____.
- 4.2** Each invoice must reflect the Contractor's federal tax identification number, which is _____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.
- 4.3** In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract

4.4 Invoices for the payment of services shall be submitted to the Department on a monthly basis for work performed in the preceding month. Each invoice shall include:

- (a) an expenditures report or detailed billing report that provides a description of the work performed and the date and hours worked on the State account by each of the Contractor's personnel during the invoice period;
- (b) an identification of the labor category under which each person was working; and
- (c) a copy of the official personnel timesheets for each person listed on the invoice for the period of time covered by the invoice.

5. Personnel

Contractor agrees that all personnel identified in its proposal shall be assigned to the State account for the term of the Contract, including any extension, unless such personnel are no longer employed by the Contractor.

6. Rights to Records

6.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

6.3 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

6.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6.5 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6.6 Nothing in this Section 6 shall abrogate or transfer any intellectual property rights of the Contractor in its proprietary information related to its methodologies, methods of analysis, ideas, know how, methods, techniques, and skills possessed prior to this Contract.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8. Non-Hiring of Employees

No official or employee of the State of Maryland as defined under State Government Article section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

9. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

10. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

13. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

14. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

15. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such

termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

16. Delays and Extensions of Time

The Contractor agrees to perform the work under this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

17. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

18. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

19. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreement with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

20. Political Contribution Disclosure

The Contractor shall comply with the Election Law Article, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or

other agreements with the State, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

21. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

22. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

23. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon by the parties, was inaccurate, incomplete, or not current.

24. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 8, and 10 through 23 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

25. Indemnification

- 25.1** The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 25.2** The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 25.3** The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 25.4** The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

26. Administrative

- 26.1 Procurement Officer.** The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.
- 26.2 Notices.** All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Janice Montague
Procurement Officer
State of Maryland Department of Budget and Management
45 Calvert Street, 1st Floor
Annapolis, MD 21401-1907

If to the Contractor:

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT

By:

By: James C. DiPaula, Secretary

Date

Date

Witness

Witness

Approved for form and legal
sufficiency this _____ day
of August 2003.

Michael Scott Friedman
Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of
[business] _____ and that I possess the legal authority to make
this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Article 33, Sections 14-101 -- 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

- about:
- (f) Establish drug and alcohol abuse awareness programs to inform its employees
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §2(b), above;
 - (h) Notify its employees in the statement required by §2(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the Contract Officer within 10 days after receiving notice under §2(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§2(a)-(j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in §4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____
Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposals shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative
and Affiant)

ATTACHMENT C
COMAR 21.07.01.25
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of _____
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____

BY: _____
Signature

(Authorized Representative and Affidavit)

BID PRICE FORM

State of Maryland
Department of Budget and Management
Central Collection Unit
300 West Preston Street, Room 503
Baltimore, Maryland 21201

We hereby submit our bid to provide service of process to the Department of Budget and Management/Central Collection Unit.

Having carefully examined the "Invitation For Bids" for the subject project and having received clarification on all items upon which any doubt arose, the undersigned proposes to furnish service of process at the following unit rate.

THREE YEAR RATE

_____ x 2,700 Cases = _____ TOTAL BID PRICE

The undersigned certifies that the Bidder is() is not() a certified MBE. If Bidder is certified, its Maryland Department of Transportation MBE Certification Number is _____.

DATE: _____ BY: _____

TITLE: _____
(Owner, Partner or Officer)

FIRM: _____

